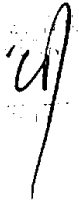


KEVIN M CERULLI
P.O. Box 7157
Port Saint Lucie, Fl. 34985
772-215-1594

FILED
MARCH 19 11:05 AM '03

CLERK OF COURT



**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEVADA**

Thomas A. Dillon, Independent Fiduciary
Of Employers Mutual Plans,

Plaintiff,

v.

Kevin M Cerulli, et al.

Defendants.

CASE NO. CV-N-03-0119-HDM-VPC

**Defendant Kevin M Cerulli's
Response To Court Order and
Accompanying Information of March 26,
2003**

To follow is input requested by Mr. Brace with respect to a pre-trial conference. This will include Mr. Cerulli's response to the Court Order of March 26, 2003 and the additional attachments and information accompanying the Court Order as sent by Attorney Robert Brace. Be it known that Mr. Cerulli is also accompanying this response with the information requested in the four interrogatories in the original Court Order as requested in the Court Order and to the best of his ability and according to information taken directly from files maintained for the Employers Mutual clients mentioned in the Court Order.



Grounds For This Response

1. Although Mr. Cerulli has been ordered to and is complying with the March 26, 2003 Court Order following the hearing with Magistrate Judge Cook, Mr. Cerulli, as would any conscientious insurance agent, objects to having to list Social Security numbers, names, addresses, and phone numbers of Employers Mutual Clients. The court, without the written consent of these individuals of whom files have been kept, is requesting this information. This, in Mr. Cerulli's understanding of HIPAA, does not allow for any client to have protection of their right, under the HIPAA Laws as currently written, to confidentiality and privacy. Should any of this information become public record, Mr. Cerulli should be absolved of any liability in that he complied with the Court Order rather than withhold this information on behalf of these individuals and their families.
2. Mr. Cerulli, and perhaps others, cannot afford any Mediator's fees or other additional fees whatsoever at this time. Due to budgetary constraints, there are no funds available at all. This places Mr. Cerulli at an economic disadvantage since Mr. Dillon has fees allotted to him and has not had to use his own funds. Mr. Cerulli is placing the court on notice of his economic situation.
3. Mr. Cerulli, and perhaps others, cannot afford the services of any attorney nor can he afford to "co-op" with any attorney. This is being stated as a matter of fact and for the record. This is an economic disadvantage and therefore a legal disadvantage for Mr. Cerulli, and perhaps others. Mr. Cerulli wishes to place the court on notice of this fact.
4. Mr. Cerulli, and perhaps others, objects to any use of "one common attorney" to serve the various and different needs of the entire list of Defendants. Mr. Cerulli believes that no

one person is qualified, that no one person has all the facts, that any additional expense, time, travel, etc. is not realistic in attempting to work with "one common attorney". How one attorney would be capable of coordinating the various needs of hundreds of defendants is a question to Mr. Cerulli and something he is gravely concerned about. This places Mr. Cerulli, and perhaps others, at a disadvantage in defending himself.

5. The venue of Reno, Nevada makes use of time difficult since Mr. Cerulli is 3 time zone hours removed from that location. Mr. Cerulli cannot afford to travel such a distance, rent hotel/motel space, and pay for his own meals and transportation. This places Mr. Cerulli, and perhaps others, at a disadvantage in defending himself.

6. The venue of Reno, Nevada is far removed from any of the Employers Mutual clients Mr. Cerulli would have come in contact with. This places these individuals, their wishes and interests as a lower priority as a result.

7. The venue of Reno, Nevada is far removed from any agents Mr. Cerulli could have contacted personally. Mr. Cerulli himself, and others included are at a disadvantage in defending themselves as a result of this.

8. Mr. Cerulli objects to the one-sided discovery thus far in this case. Mr. Bastie is trying to defend himself with both hands tied behind his back.

9. When Mr. Bastie asked Magistrate Judge, Valerie Cook about being contacted for telephonically attending the pre-trial conference for August 26, 2003, Judge Cook stated, in the meeting concerning Objections on July 21, 2003, that "...the clerk of the court will, uh I assume, Judge McKibben's clerk, deputy court clerk, will have all of the telephone numbers for parties, just as my court clerk did and she will make those arrangements sir, and be in touch with you. Mr. Bastie. Today's date is August 11, 2003, and no one has contacted Mr. Cerulli or Mr. Bastie as of yet.

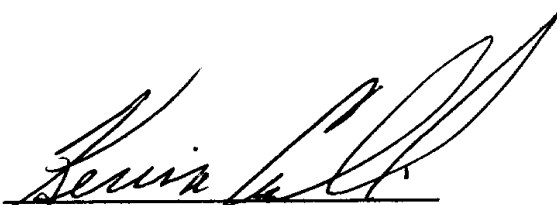
10. When placed on notice concerning certain tactics being used by Mr. Brace appearing to be fraudulent and attempting to use the color of law to procure money, Judge Cook struck from the record Mr. Bastie's notice. It would seem that any court would be the least bit interested in investigating the allegations and complaints as to these serious events.

11. Mr. Cerulli objects to Mr. Brace's drafted Preliminary Report in its entirety and objects to the court accepting it in any form at this time. Mr. Brace's Case Management Order is objectionable on its face.

Conclusion

The responses of Mr. Cerulli were requested by Mr. Brace in his accompanying paperwork and Court Order of March 26, 2003 and therefore should be considered either prior to or during the August 26, 2003 conference with Judge McKibben.

Prepared and submitted by:

A handwritten signature in black ink, appearing to read "Kevin P. Cerulli", written over a horizontal line.

Kevin M Cerulli

Certificate of Service

I, Kevin M Cerulli, certify that August 15, 2003, I mailed a true and correct copy of the above and foregoing response via first class mail to:

Robert L. Brace
P.O. Box 630
Santa Barbara, CA 93102

and

Richard W. Horton
Suite 1100 Bank of America Plaza
50 W. Liberty Street
Reno, NV 89501

RESPONSE TO ATTACHMENT B

COURT ORDERED INTERROGATORIES TO BE ANSWERED BY DEFENDANT

INSURANCE PRODUCERS

This is Kevin M Cerulli's response to the Interrogatories as per Court Order and schedule set forth for Mr. Cerulli to respond (see Order, generated by Magistrate Valerie Cook following July 23, 2003 meeting in her chambers). These responses are no admission of any fault, liability, guilt, or any other admission. These responses are merely responses as per Attachment B. As to the in-depth nature of the information, these are the files within my possession and all information is listed as is in each file.

Interrogatory No.1

As to identifying each plan, employer, employee (and employee dependents) who purchased the **ERISA Plan** with my knowledge and whose file I maintain to some extent, I am providing what limited information is contained in the files. See attached information, pages 1 – 9. As to anyone who “purchased the subject insurance by or through you...” there were no individuals that fit in this category. The Feb. 1, 2003 Court Order specifically listed Employers Mutual Plans being under the Department of Labor, ERISA, and stated that each plan was an EWBP, therefore, the term “insurance” is inappropriate.

Interrogatory No. 2

This refers only to ERISA EWBP's since no “insurance” was marketed to anyone as stated above. As to each client: provide their address, phone number and social security number. Please refer to pages 1 – 9 for this information. Again, this is provided to the extent that it is maintained in a file.

Interrogatory No. 3

As to each client, provide their inception date, termination date and the amount of premiums paid. Inception dates are listed in pages 1 – 9 and most of the termination dates are listed. Those unknown are not listed. As to any premiums or fees, Mr. Bastie only lists the amount of each “first month's” check. He has no direct first hand information concerning what was paid or not paid after that time. Again, these statements relate to ERISA Plans, not insurance.

Interrogatory No. 4

Not Applicable

CERULLI
AND ASSOCIATES, INC.
Serving South Florida's Insurance Needs

Prepared For: Smith Heating & Air
February 8, 2001

Kevin M. Cerulli

**CONSTRUCTION TRADE WORKERS ASSOCIATION
HEALTH BENEFIT PLAN**

\$250.00 DEDUCTIBLE

Name	Status	Plan Cost	Monthly Dues	Prescription	Total
Luis Almanza	Single	\$107.00	\$15.50	\$24.00	\$146.50
Thane Bigwood	Single	\$124.00	\$15.50	\$24.00	\$163.00
Timothy Blowers	Single	\$117.00	\$15.50	\$24.00	\$156.50
Michael Boyle	Single	\$117.00	\$15.50	\$24.00	\$156.00
Scott Brann	Single	\$111.00	\$15.50	\$24.00	\$150.50
Michael Brown	Single	\$107.00	\$15.50	\$24.00	\$146.50
John Ciacci	Single	\$107.00	\$15.50	\$24.00	\$146.50
Darrin Fitzpatrick	Single	\$117.00	\$15.50	\$24.00	\$156.50
Brandy Giardina	Single	\$107.00	\$15.50	\$24.00	\$146.50
Mark Glinski	Single	\$107.00	\$15.50	\$24.00	\$146.50
Charles Guite	Single	\$135.00	\$15.50	\$24.00	\$174.50
John Hamms	Single	\$107.00	\$15.50	\$24.00	\$146.50
Kenneth Huff	Single	\$124.00	\$15.50	\$24.00	\$163.50
Thomas Peek	Single	\$111.00	\$15.50	\$24.00	\$150.50
Johnathan Rider	Single	\$107.00	\$15.50	\$24.00	\$146.50
Gerald Stoneking	Single	\$107.00	\$15.50	\$24.00	\$146.50
Robert Wagner	Single	\$107.00	\$15.50	\$24.00	\$146.50

Post Office Box 7157, Port St. Lucie, Florida 34985 • (561) 475-8447

CERULLI
AND ASSOCIATES, INC.
Serving South Florida's Insurance Needs

Prepared For: Smith Heating & Air
February 8, 2001

Kevin M. Cerulli

**CONSTRUCTION TRADE WORKERS ASSOCIATION
HEALTH BENEFIT PLAN**

\$250.00 DEDUCTIBLE

Name	Status	Plan Cost	Monthly Dues	Prescription	Total
✓ Christopher Billman	Single	\$117.00	\$15.50	\$24.00	\$156.50
✓ Win Weldon	Single	\$124.00	\$15.50	\$24.00	\$163.50
✓ Brenda Wilhite	Single	\$124.00	\$15.50	\$24.00	\$163.50
✓ David Zamarripa	Single	\$107.00	\$15.50	\$24.00	\$146.50
Tod Casadine	Single	\$111.00	\$15.50	\$24.00	\$150.50
Jason Colville	Single	\$107.00	\$15.50	\$24.00	\$146.50
Valerie Erickson	Single	\$111.00	\$15.50	\$24.00	\$150.50
Juan Jimenez	Single	\$107.00	\$15.50	\$24.00	\$146.50
Jason Mears	Single	\$107.00	\$15.50	\$24.00	\$146.50
Jesse Morgan	Single	\$107.00	\$15.50	\$24.00	\$146.50
Walter Stephens	Single	\$107.00	\$15.50	\$24.00	\$146.50
Shannon Thomas	Single	\$107.00	\$15.50	\$24.00	\$146.50
✓ James Brann	EE & Family	\$280.00	\$17.50	\$38.00	\$335.50
✓ Joe Ciampa	EE & Child	\$169.00	\$17.50	\$35.00	\$221.50
✓ Michael Health	EE & Spouse	\$213.00	\$17.50	\$35.00	\$265.50
Christopher Hess	EE & Spouse	\$223.00	\$17.50	\$35.00	\$275.50
Darryl Lancaster	EE & spouse	\$202.00	\$17.50	\$35.00	\$275.50
✓ David White	EE & Spouse	\$184.00	\$17.50	\$35.00	\$236.50
Total		\$4526.00	\$554.50	\$909.00	\$5989.50

Prepared For: Smith Heating & Air
February 8, 2001

CONSTRUCTION TRADE WORKERS ASSOCIATION
HEALTH BENEFIT PLAN

\$250.00 DEDUCTIBLE

Category	# Employees	Plan Cost	Monthly Dues	Prescription	Total
Member 18-29	963 9	\$107.00	\$15.50	\$24.00	\$2344.00
Member 30-34	222 2	\$111.00	\$15.50	\$24.00	\$602.00
Member 35-39	351 3	\$117.00	\$15.50	\$24.00	\$626.00
Member 40-44	248 2	\$124.00	\$15.50	\$24.00	\$654.00
Member 50-54	1	\$135.00	\$15.50	\$24.00	\$174.50
Member & Spouse 18-29	1	\$184.00	\$17.50	\$35.00	\$236.50
Member & Spouse 35-39	1	\$202.00	\$17.50	\$35.00	\$254.50
Member & Child 30-34	1	\$169.00	\$17.50	\$35.00	\$221.50
Member & Family 30-34	1	\$280.00	\$17.50	\$38.00	\$335.50
Member & Family	1	\$311.00	\$17.50	\$38.00	\$366.50
Member & Family 18-29	1	\$270.00	\$17.50	\$38.00	\$325.50
Member & Family	1	\$326.00	\$17.50	\$38.00	\$381.50
Member & Child	376 2	\$188.00	\$17.50	\$35.00	\$240.50
		4037	421	700	5158
TOTAL	26	\$4526.00	\$554.50	\$909.00	\$5989.50